

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-218552 **DATE:** June 19, 1985  
**MATTER OF:** Baker & Taylor Company

**DIGEST:**

Agency properly rejected technical proposal submitted under first step of two-step formally advertised procurement since proposal was reasonably determined to be unacceptable for valid technical reasons under stated evaluation criteria. For example, incumbent offeror which fails to provide specific information required by solicitation after being requested to supply information during discussions is properly determined unacceptable.

Baker & Taylor Company protests the rejection of its technical proposal under solicitation No. 101-19-3, a two-step formally advertised procurement by the United States Information Agency (USIA) for acquisition of books for its overseas installations. Baker & Taylor, based upon what it considers its exemplary service to USIA on a previous contract, contends its technical proposal was rejected on superficial grounds.

We deny the protest.

Under the two-step formal advertising method of procurement, the first step consists of the request for, submission, evaluation, and discussion (if necessary) of a technical proposal to determine the acceptability of the products or services offered. No pricing is involved. In the second step, sealed priced bids are invited from those who submitted acceptable technical proposals in step one. See Federal Acquisition Regulation, 48 C.F.R. § 14.501 (1984).

USIA in the first step of this procurement requested technical proposals for various classes of books, book processing and book processing kits for eventual shipment overseas to USIA offices and libraries. USIA received five technical proposals in response to the solicitation, including Baker & Taylor's. After reviewing the technical

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proposals and holding discussions with the five offerors, USIA requested best and final offers based upon a clarification of its requirement and a request for technical information. The agency received four responses. The contracting officer, based on the USIA technical evaluators' recommendations, determined that two of the proposals, including Baker & Taylor's, were technically unacceptable. Upon receiving notice that it would be excluded from further participation in the procurement, Baker & Taylor protested to USIA and our Office. USIA has since awarded a contract to the low responsible bidder in step two of the procurement.

In considering protests involving whether proposals are technically acceptable, we will review whether the agency's evaluation was fair and reasonable and consistent with stated evaluation criteria. C.A. Parshall, Inc., B-200334, Feb. 19, 1981, 81-1 C.P.D. ¶ 112. We will ordinarily accept the considered technical judgment of the procuring agency's specialists and technicians as to the adequacy of a technical proposal, unless it is shown that the agency action was erroneous, arbitrary, or not made in good faith. Gross Metal Products, B-215461, Nov. 27, 1984, 84-2 C.P.D. ¶ 577.

We have reviewed the solicitation, Baker & Taylor's proposal, and USIA's evaluation, and conclude that the evaluation was conducted fairly and reasonably and in accordance with the stated evaluation criteria.

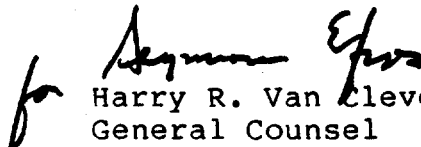
The solicitation listed the technical evaluation criteria to be used in descending order of importance. Of most importance was the criteria concerning "proposed pre-ordering procedures and warehousing process for pre-ordered books." (Preordering refers to placing orders for estimated quantities of book titles which USIA expects its overseas installations to order.) During discussions with Baker & Taylor, USIA's technical evaluation panel emphasized that the description of the preordering process in its initial proposal submission needed to be more specific. After reviewing Baker & Taylor's best and final response, the panel determined that the company's description of the preordering process was still vague, especially on critical points. For example, the panel found that Baker & Taylor did not describe the system by which titles in its inventory at the time preorder estimates were received would be held for USIA if orders were received from other sources before USIA's firm order was processed. The panel also found that Baker & Taylor did not, as requested, describe how its preorder process would be affected by publishers who required advance payment with orders or present any details about specific inventory control.

USIA's technical panel also noted deficiencies in the way Baker & Taylor proposed to handle firm orders for specific books. For example, the panel found that Baker & Taylor did not indicate, as specifically requested, how firm orders are filled from inventory on hand and from books on order, but not received, or how it will fill firm orders by placing such orders from its suppliers.

Baker & Taylor suggests that USIA, based on its experience with the company on a previous contract, should have found its revised proposal susceptible to being made acceptable through further discussions. However, technical evaluations must be based on the information submitted with a proposal. Acqua-Tech, Inc., B-210593, July 14, 1983, 83-2 C.P.D. ¶ 91. No matter how capable an offeror may be, if it does not submit an adequately written proposal addressing the solicitation's requirements in sufficient detail for the necessary technical evaluation, it need not be considered in line for further discussions and may be deemed unacceptable. C.A. Parshall, Inc., B-200334, supra. Further, an offeror's failure to translate capabilities it may have accrued from its incumbency into an initial proposal properly may result in rejection of the proposal. Macro Systems, Inc.; Richard Katon & Associates, Inc., B-195990, Aug. 19, 1980, 80-2 C.P.D. ¶ 133 at page 9.

USIA's technical judgment appears reasonable from the record, since discussions were held with Baker & Taylor requesting further details and Baker & Taylor has presented no evidence that USIA unreasonably evaluated the proposal.

The protest is denied.

  
for Harry R. Van Cleve  
General Counsel